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10/823,540	04/14/2004	Nathan Tad Czyzewski	5793.3145-00	4427
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FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER LLP 901 NEW YORK AVENUE, NW WASHINGTON, DC 20001-4413			EXAMINER MAGUIRE, LINDSAY M	
			ART UNIT 3692	PAPER NUMBER
			MAIL DATE 09/15/2008	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/823,540

Applicant(s)

CZYZEWSKI ET AL.

Examiner

LINDSAY M. MAGUIRE

Art Unit

3692

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 16 June 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-45 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-45 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-946)
- 3) ☐ Information Disclosure Statement(s) (PTO/SF/ICE)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

This Final Office action is in response to the application filed on April 14, 2004 and the amendments filed on June 16, 2008.

Claim Objections

Claims 7 and 35 are objected to because of the following informalities: the phrase, "balance transferred equivalent to an amount" is considered grammatically incorrect as it is missing the word --is-- between the words "transferred" and "equivalent". Appropriate correction is required.

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-17 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

A 35 USC 101 process must (1) be tied to another statutory class (such as a particular apparatus) or (2) transform underlying subject matter (such as an article or materials) to a different state or thing. To qualify as a 35 USC 101 statutory process, the claim should positively recite the other statutory class (the thing or product) to which it is tied, for example by identifying the apparatus that accomplishes the method steps, or positively recite the subject matter that is being transformed, for example by

identifying the material that is being changed to a different state. Since neither of those requirements is met by the claims, the method is not a patentable eligible process under 35 USC 101 and is rejected as being directed to non-statutory matter.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-45 are rejected under 35 U.S.C. 103(a) as being unpatentable over "The Philadelphia Inquirer Personal Finance Column" (Brown) in view of "J.D. Power and Associates 1998 Credit Cardholder Satisfaction Study Ranks Wal-Mart MasterCard from Chase Highest in Customer Satisfaction For Both Basic and Gold Cards" (Business Editors).

Regarding claims 1-5 and 8, Brown discloses a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment and a maximum interest rate for a balance transferred (lines 26 -28). Brown further discloses that the maximum required periodic payment is defined as a fixed

amount (lines 26-28; i.e. the payment minimum); that the maximum interest rate is defined as 0% (line 2) and the method further comprises defining, for the balance transfer sub-account, an account initiation fee (lines 32-33); that the account initiation fee is based upon the size of the balance transferred (lines 32-33); defining attributes for the balance transfer sub-account further comprises defining a pay-off date for the balance transfer sub-account (lines 1-2); and that the financial account is a credit card account (line 1).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 15 and 17, Brown discloses a financial account, comprising: creating a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and defining attributes for the balance transfer sub-account, the attributes comprising: an interest rate of 0% for the life of a balance transferred (line 1), and a

balance transfer fee that is based upon the size of the transferred balance. Brown further discloses applying a payment received from the customer toward a minimum periodic payment on the balance transferred in the transfer sub-account before applying the payment toward a minimum periodic payment on the credit line sub-account (lines 17-25).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 18 and 19, Brown discloses a financial account, comprising: means for creating a financial account for a customer, the financial account comprising a credit line sub-account for managing purchases by a customer and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and means for defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment (lines 26-28; i.e. the payment minimum) and a maximum interest rate that are fixed (lines 1-2).

Brown further discloses that the means for creating a financial account comprises means for creating credit card account (lines 1-2).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 26 and 28, Brown discloses a financial account, comprising: means for creating a financial account for a customer, the financial account comprising a credit line sub-account for managing purchases by a customer and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and means for defining attributes for the balance transfer sub-account, the attributes comprising: an interest rate of 0% for a balance transferred (line 1), and a balance transfer fee that is based upon the size of the transferred balance (lines 32-33). Brown further discloses means for applying a payment received from the customer toward a minimum periodic payment on the balance transferred in the transfer sub-account before applying the payment toward a minimum periodic payment on the credit

line sub-account (lines 17-25).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 29-33 and 36, Brown discloses a financial account, the method comprising: creating a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment and a maximum interest rate for a balance transferred (lines 26-28). Brown further discloses that the maximum required periodic payment is defined as a fixed amount (lines 26-28; i.e. the payment minimum); that the maximum interest rate is defined as 0% (line 2) and the method further comprises defining, for the balance transfer sub-account, an account initiation fee (lines 32-33); that the account initiation fee is based upon the size of the balance transferred (lines 32-33); defining attributes for the balance

transfer sub-account further comprises defining a pay-off date for the balance transfer sub-account (lines 1-2); that the financial account is a credit card account (line 1).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

With respect to claims 43 and 45, Brown discloses a financial account, comprising: creating a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25; and defining attributes for the balance transfer sub-account, the attributes comprising: an interest rate of 0% for a balance transferred (lines 1-2), and a balance transfer fee that is based upon the size of the at least one transferred balance (lines 32-33). Brown further discloses that the method further comprises applying a payment received from the customer toward a minimum periodic payment on the balance transferred in the transfer sub-account before applying the

payment toward a minimum periodic payment on the credit line sub-account (lines 17-25).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 9-14, Brown discloses a financial account, comprising: creating a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25). Brown further discloses wherein the attributes comprise a maximum required periodic payment (which is well known in the art as a "payment minimum" or "required monthly payments") and a maximum interest rate for the balance transferred (lines 1-2); that the maximum required periodic payment is defined as a fixed amount (lines 26-28; i.e. the payment minimum); that the maximum interest rate is defined as 0% (line 2) and the method further comprises defining, for the balance transfer sub-account, an account

initiation fee (lines 32-33); and the financial account is a credit card account (line 1).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

While Brown does not explicitly disclose customizing a pay-off date for the balance transferred to the balance transfer sub-account, Business Editors disclose the act of selecting your own billing due dates (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to modify Brown, in view of the teachings of Business Editors, to customize their payoff date, i.e. in choosing their billing due date, for the basic reason of offering customers an additional incentive to use their product. Further, it would have been obvious for the customer to select a payoff date based on information about future financial plans of a customer for the basic reason that a customer would chose the date that would be best for them and their future.

Regarding claims 20-25, Brown discloses a financial account, comprising: means for creating a financial account for a customer, the financial account comprising a credit line sub-account for managing purchases by a customer and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25). Brown further discloses means for defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment (which is well known in the art as a "payment minimum" or "required monthly payments") and a maximum interest rate for the balance transferred (lines 26-28; i.e. the payment minimum); that the maximum required periodic payment is defined as a fixed amount (line 1); that the maximum interest rate is defined as 0% (line 2) and the system further comprises means for defining an account initiation fee for the balance transfer sub-account (lines 32-33); and the means for creating a financial account comprises means for creating a credit card account (line 1).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

While Brown does not explicitly disclose customizing a pay-off date for the balance transferred to the balance transfer sub-account, Business Editors disclose the act of selecting your own billing due dates (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to modify Brown, in view of the teachings of Business Editors, to customize their payoff date, i.e. in choosing their billing due date, for the basic reason of offering customers an additional incentive to use their product. Further, it would have been obvious for the customer to select a payoff date based on information about future financial plans of a customer for the basic reason that a customer would chose the date that would be best for them and their future.

With respect to claims 37-42, Brown discloses a financial account, the method comprising: creating a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25). Brown further discloses that the method further comprises defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment (which is well known in the art as a "payment minimum" or "required monthly payment") and a maximum interest rate that are fixed for the life of the balance (lines 26-28); that the maximum required periodic payment is defined as a fixed amount (lines 26-28; i.e. the payment minimum); that the maximum interest rate is defined as 0% (line 2) and the method further comprises

defining, for the balance transfer sub-account, an account initiation fee (lines 32-33); and that the financial account is a credit card account (line 1).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

While Brown does not explicitly disclose customizing a pay-off date for the balance transferred to the balance transfer sub-account, Business Editors disclose the act of selecting your own billing due dates (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to modify Brown, in view of the teachings of Business Editors, to customize their payoff date, i.e. in choosing their billing due date, for the basic reason of offering customers an additional incentive to use their product. Further, it would have been obvious for the customer to select a payoff date based on information about future financial plans of a customer for the basic reason that a customer would chose the date that would be best for them and their future.

Brown discloses the method/system/computer readable medium as recited above, with the exception of requiring: (a) defining a pay-off date for the balance transfer sub-account comprises receiving a desired pay-off date from the customer (claims 6, lines 1-2; claim 34, lines 1-3); (b) wherein the balance transferred equivalent to an amount an issuer of the financial account pays an original debt holder at the time when the financial account is opened (claims 7, lines 1-3; claim 35, lines 1-3); and (c) providing the customer with a draft mechanism for transferring an additional balance to the balance transfer sub-account, up to a predetermined limit (claims 16, lines 1-3; claim 27, lines 1-3; claim 44, lines 1-3).

Regarding (a), while Brown does not explicitly disclose customizing a pay-off date for the balance transferred to the balance transfer sub-account, Business Editors disclose the act of selecting your own billing due dates (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to modify Brown, in view of the teachings of Business Editors, to customize their payoff date, i.e. in choosing their billing due date, for the basic reason of offering customers an additional incentive to use their product. Further, it would have been obvious for the customer to select a payoff date based on information about future financial plans of a customer for the basic reason that a customer would chose the date that would be best for them and their future.

With respect to (b), it is considered to be old and well known in the art that when you transfer the balance of one credit card (A) to a new credit card (B) that the issuer of credit card B pays off the balance of credit card (A), since otherwise the system would not function correctly, and the user would be left with dual balances and therefore there would be no incentive for the user to transfer balances.

Regarding (c), it is considered to be old and well known in the art to be able to transfer multiple balances to a new credit account up to a predetermined limit (i.e. the credit limit) for the basic reason of the issuer of the credit card wanting to obtain as much of the customers business as possible.

Response to Arguments

Applicant's arguments with respect to claims 1-45 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

Examiner has pointed out particular references contained in the prior arts of record in the body of this action for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested from the applicant, in preparing the response, to consider fully the entire references as potentially teaching all or part of the claimed

invention, as well as the context of the passage as taught by the prior arts of disclosed by the examiner.

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to **LINDSAY M. MAGUIRE** whose telephone number is (571)272-6039. The examiner can normally be reached on **M-F: 7-4**.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on (571) 272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Lindsay M. Maguire
8/28/08
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